

**Commonwealth of Virginia
WIC and Senior Farmers Market Nutrition Program
Farmer Agreement**

- I. This Agreement is between the **Department for Aging and Rehabilitative Services-Virginia Division for the Aging**, hereinafter “**DARS-VDA**” and the person named below, referred to as the “**Farmer**” for the WIC and Senior Farmers’ Market Programs (WIC and Senior FMNP) sometimes referred to as the Farm Market Fresh Program. Through a cooperative agreement with DARS-VDA, the **Virginia Department of Agriculture and Consumer Services**, hereinafter “**VDACS**” is authorized to work with the **Farmer** to carry out certain functions of this Agreement.
- II. **Farmer Name:** _____
- III. **DARS-VDA Contact:** S/FMNP Coordinator
Mailing Address: 1610 Forest Avenue, Ste 100, Henrico, VA 23229
Phone: 1-800-552-3402
- IV. **Period:** This Agreement is for July 1, 2015 through November 30, 2015. Either the Farmer or DARS-VDA may terminate this Agreement as described in Section VII (D) below. DARS-VDA has no obligation to renew this Agreement with the Farmer.
- V. By signing this Agreement, **the Farmer agrees** to comply fully with:
- A. All provisions contained in this document and future amendments to it;
 - B. The Farm Market Fresh Handbook and addendums developed in cooperation with VDACS by DARS-VDA;
 - C. 7 CFR 248 and 249 (WIC and Senior FMNP federal regulations); and
 - D. All federal, state, and local laws, policies, and procedures.

It is therefore mutually agreed that:

VI. Statement of Work

A. The Farmer shall:

1. Display the authorized Farm Market Fresh Program sign and report lost or damaged signs to DARS-VDA immediately for replacement;
2. Provide information DARS-VDA requires for periodic reporting to the US Department of Agriculture (USDA);
3. Assure that WIC and Senior FMNP checks are redeemed only for self-grown Eligible foods;
4. Provide Eligible foods at the current price or less than the price charged to other customers;
5. Accept WIC and Senior FMNP checks only within valid dates and submit them to the bank for payment within the dates marked on the checks;

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6. Stamp each transacted check with the Farmer Identification (ID) stamp provided by DARS-VDA;
7. Obtain the WIC and Senior FMNP participant's signature on the check upon completion of the transaction;
8. Report lost or damaged ID stamps to DARS-VDA immediately for replacement;
9. Complete initial training in person with VDACS Regional Marketing Specialists on WIC and Senior FMNP principles and procedures prior to accepting checks;
10. Complete annual training on WIC and Senior FMNP principles and procedures by self-study of the handbook, addendums, and announcements made available by DARS-VDA and VDACS;
11. Be accountable for actions of farmers or employees who are acting on behalf of the Farmer and assure that these persons are trained regarding WIC and Senior FMNP rules and procedures;
12. Accept checks only at authorized sites according to proper transaction procedures;
13. Reimburse DARS-VDA for any checks paid in violation of this Agreement;
14. Offer WIC and Senior FMNP participants the same courtesies as other customers;
15. Comply with 7 CFR, Sections 248.7 and 249.7 of the USDA regulations;
16. Not seek restitution from WIC and Senior FMNP participants for checks not paid by DARS-VDA;
17. Not give cash, change, or credit if the amount of the transaction is less than the face value of the check;
18. Not collect state or local taxes on purchases made with WIC and Senior FMNP checks;
19. Not cash or deposit WIC and Senior FMNP checks that were accepted by a Farmer or other person who is not authorized to accept WIC and Senior FMNP checks;
20. Notify DARS-VDA and VDACS if Farmer is no longer in business or no longer participating in the Farm Market Fresh Program.
21. Be monitored by VDACS Regional Marketing Specialists and/or DARS-VDA Representatives for compliance with WIC and Senior FMNP requirements, including overt (open) and covert (undercover) observations at the point of sales transactions and on-farm production checks;
22. Be sanctioned as outlined in the Farm Market Fresh Handbook for Farmers if violations occur; and
23. Return the ID stamp to DARS-VDA if disqualified or no longer wishes to participate in the WIC and Senior FMNP.

B. DARS-VDA shall:

1. Maintain a Cooperative Agreement with VDACS;

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2. Contract with a banking service to reimburse WIC and Senior FMNP checks to the authorized farmers participating in the program;
3. Ensure payment of properly transacted WIC and Senior FMNP checks submitted by the authorized Farmer through normal banking procedures if the Farmer meets all the redemption requirements;
4. Provide official clarification of the Farm Market Fresh Handbook for Farmers and all addendums and applicable rules when requested;
5. Provide ID stamp and Farm Market Fresh Program sign to authorized Farmer;
6. Assure compliance with non-discrimination provisions of USDA Regulations as provided in 7 CFR, Sections 248.7 and 249.7; and
7. Provide written notification of violations and sanctions.

C. VDACS shall:

1. Assist with the Farmer authorization process;
2. Through VDACS Regional Marketing Specialists, monitor Farmer's WIC and Senior FMNP operations and transactions at the points of sale and Farmer's on-farm production;
3. Through VDACS Regional Marketing Specialists, provide training on WIC and Senior FMNP rules and procedures for Farmers and the farmers' market staff;
4. Through VDACS Regional Marketing Specialists, investigate complaints or violations and, in consultation with DARS-VDA, determine and administer appropriate sanctions or other corrective actions, as needed.

VII. Terms and Conditions

A. Sanctions

1. The Farmer may be subject to sanctions and/or disqualification for any WIC and Senior FMNP abuse or violation of WIC and Senior FMNP requirements. There are three types of Farmer Sanctions for violations of WIC and Senior FMNP rules and the terms and conditions of the Farmer Agreement.
 - a. Non-payment – the Farmer is not paid for improperly transacted WIC and Senior FMNP checks;
 - b. Suspension – the Farmer is suspended from accepting WIC and Senior FMNP checks for the remainder of the season/year; and
 - c. Disqualification – the Farmer is suspended from the program for the remainder of the season/year and disqualified from applying for the program in the next season/year.
2. DARS-VDA maintains no obligation to reinstate a Farmer's authorization after disqualification. The Farmer must reapply to participate in the WIC and Senior FMNP.
3. A Farmer who commits fraud or abuse of the WIC and Senior FMNP is liable for prosecution under applicable Federal, State, and local laws.

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B. Notification of Action

1. When DARS-VDA proposes action in response to WIC and Senior FMNP abuse or violations against a Farmer, DARS-VDA shall give the respective Farmer a written notice. The notice shall:
 - a. State the violation or cause for the sanction;
 - b. State the effective date of the sanction;
 - c. State the procedure for Farmer requesting an appeal; and
 - d. Be sent via US mail, return receipt requested, to the Farmer's mailing address of record.

C. Appeals

1. Action that affects participation, except for agreement expiration, may be appealed. A Farmer may appeal:
 - a. Denial of the application;
 - b. A suspension; and
 - c. A disqualification.
2. A request for appeal must be in writing, signed by the Farmer or authorized agent, and shall
 - a. State the issue;
 - b. Contain a summary of the Farmer's position on the issue indicating why the sanction should be reversed;
 - c. State the name, address, and phone number of the Farmer requesting the appeal;
 - d. State the name, address, and phone number of the Farmer's representative or attorney, if one is involved; and
 - e. The decision will be made by DARS-VDA and VDACS program directors on the basis of the written appeal letter unless the Farmer requests in writing a hearing (meeting). If a hearing is requested, the Farmer shall state in writing his/her need for an interpreter or other special accommodations, if necessary.
3. Requests for appeal or fair hearing must be mailed to the S/FMNP Coordinator, 1610 Forest Avenue, Suite 100, Henrico, VA 23229. The request must be made in writing and postmarked not more than forty-five (45) days after the date of the Farmer's return receipt of the notice of action.
4. If a hearing is requested, the WIC and Senior FMNP Coordinator will give the Farmer not less than fifteen (15) calendar days' notice of the scheduled time and location for the hearing.

D. Termination

Either party to this Agreement shall have the right to terminate the Agreement upon submission of a written notice to the other party. A written termination notice must be received fifteen (15) calendar days in advance of the date of termination and the ID stamp must be returned to DARS-VDA. Termination

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notices and the ID stamp from the Farmer shall be addressed to the S/FMNP Coordinator, 1610 Forest Avenue, Suite 100, Henrico, VA 23229.

E. Renewability

This Agreement is for the time period stated in Section IV above depending on availability of funds. The Farmer must complete a new application and enter into a new Agreement each year.

F. Non-transferability

This Agreement is not transferable to another farmer or family member.

Signatures: I acknowledge that I understand and accept all terms of this Agreement. I further acknowledge that I have received and read the current Farm Market Fresh Handbook for Farmers and addendums and agree to comply with the principles and procedures and all future addendums.

Farmer's Signature

Farmer's Signature

Date

Print or type full name

Address

City

State

Zip

Home Phone

Business Phone

Cell Phone

**Department for Aging and Rehabilitative Services-Virginia Division for the Aging
Signature**

James A. Rothrock, Commissioner

Date